

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE		PAGE OF PAGES 1   12	
2. AMENDMENT/MODIFICATION NO. 0001		3. EFFECTIVE DATE 07-Aug-2001		4. REQUISITION/PURCHASE REQ. NO. W45XMA-1191-1720		5. PROJECT NO.(If applicable)	
6. ISSUED BY USACE, FT. WORTH DISTRICT CONTRACTING DIVISION 819 TAYLOR STREET, ROOM 2A19 P.O. BOX 17300 FORT WORTH TX 76102-0300		CODE DACA63		7. ADMINISTERED BY (If other than item 6)		CODE	
				<b>See Item 6</b>			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				X		9A. AMENDMENT OF SOLICITATION NO. DACW63-01-T-0117	
				X		9B. DATED (SEE ITEM 11) 06-Aug-2001	
						10A. MOD. OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE					
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A.THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B.THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C.THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D.OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Solicitation DACW63-01-T-0117, to provide Gate Attendant Services (Roving Gate Attendant for Magnolia Ridge and Sandy Creek Parks), Town Bluff Project Office, Woodville, Texas, is modified to incorporate attached Scope of Work and to incorporate the full text version of contract clause 52.213-4, entitled "Terms and Conditions--Simplified Acquisitions (Other Than Commercial Items) vs the referenced version as submitted in the original solicitation.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) GENA R. BROWN / CONTRACT SPECIALIST			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
(Signature of person authorized to sign)				BY (Signature of Contracting Officer)		07-Aug-2001	

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

## SECTION C Descriptions and Specifications

### GATE ATTENDANT SCOPE OF WORK

#### TOWN BLUFF PROJECT

1. **GENERAL:** The services to be accomplished under this contract shall be performed by a two-person team consisting of the contractor and one team member, each person to be at least 18 years of age. Work to be performed under this contract may not be subcontracted. Both team members must be identified on the Request for Quotations (Bid Sheets). Services to be accomplished under this contract shall be in accordance with this Scope of Work and the Corps of Engineers Gate Attendant Scope of Work for the recreation areas named and described herein. The term “contractor” will refer to both members of the identified two-person team. The contractor will be required to furnish all labor, equipment, fuel, transportation, tools and supplies (except as otherwise noted herein as Government furnished) necessary to provide the specified services for the duration of the contract period. The Government will furnish office-type supplies such as pens, pencils, note pads, markers, paper clips, rubber bands, stapler and staples.
2. **DUTY HOURS:** Contractors are required to live in the park on a designated site. Specific days and hours are specified in the “Work Schedule” sections of this contract.
3. **PRE-WORK CONFERENCE NRRS WORKSHOP:** The contractor will be required to attend a pre-work conference to be conducted by the Lake Manager or his representative at the Town Bluff Project Office. This meeting will be for the purpose of discussing the policies and procedures outlined in the Scope of Work and Responsibility. The contractor will also be required to attend a National Recreation Reservation System (NRSS) workshop to be held at the Town Bluff Project Office. Both the pre-work conference and the workshop will be all day events. Attendants may be required to attend additional workshops at the Project Office during the period of the contract.
4. **PERMITS/COMPLIANCE:** The contractor shall, without additional expense to the Government, be responsible for complying with and obtaining any necessary licenses and/or permits. The contractor will comply with all Federal, State, County and Municipal laws, codes and regulations in connection with the performance of the work.
5. **TEMPORARY LIVING QUARTERS:** The contractor shall furnish a fully operable “self-contained” recreational vehicle (RV) of the travel trailer or motor home type, to serve as temporary living quarters for the duration of the contract. Maximum size of the trailer is determined by the physical limitations of the furnished site, and the unit will be parked near the entrance to the park at a location to be designated by the Lake Manager. Pickup (shell-type) campers, pop-up tent trailers, mini-travel trailers, mobile homes, buses or any other types of recreational vehicles which do not meet general size requirements of the “self-contained” classification as determined the inspection of the Lake Manager will not be acceptable. In addition, the contractor shall provide and maintain a fully operable vehicle, which can be operated independently of the RV, for purposes of personal or contract-related transportation. **NOTE:** The RV must have a holding tank and the toilet must be of the recirculating or marine type. The contractor team will be the sole occupants of the site. Adult family members and friends will not live with the contractor. The contractor will contact the Town Bluff Project Office to establish the date they may move on the site.
6. **VISITORS TO THE CONTRACTOR:** Visitors to the contractor will be required to lodge in the contractor’s trailer with the contractor or camp in the park and pay the regular camping fees. No visitors will be allowed to connect to the contractor’s utility hook-ups at any time, if in their own trailer, they will be required to park at a campsite and pay regular camping fees.

7. **UNIFORM DRESS AND PERSONAL APPEARANCE:** The contractor shall, at all times when on duty and dealing with the public, be required to maintain a fully clothed and neat, well-groomed appearance. Shoes shall be worn; however, sandals and thongs will not be permitted. The contractor will be required to wear a red vest with identification patch and an optional red cap with identification patch, both supplied by the Government. The contractor is responsible for cleaning and maintaining these items in a presentable condition. The contractor will promote a favorable image of the Corps through personal appearance and actions, and willingly assist park visitors in a courteous manner.

8. **LIVING AREA AND GATEHOUSE MAINTENANCE:** The contractor will maintain the area where the trailer is parked in a clean and sanitary condition at all times. No dog pens, horse corral, poultry cages or similar facilities for pets or breeding of animals will be allowed. All pets will be confined in the contractor's trailer or on a leash of six feet or less in length. No pets are allowed in the gatehouse. No washers, dryers, deep freezers or excessive personal items will be permitted around trailer pad areas or inside the gatehouse. The contractor will maintain the gatehouse in a clean, orderly and sanitary condition at all times. The Government will provide all cleaning supplies to maintain the gatehouse. All **non-authorized personnel** are to remain outside the gatehouse. The gatehouse door will be kept **locked** during duty hours to prevent non-authorized personnel to enter. Solid waste and refuse will be deposited in a nearby trash receptacle furnished by the Government.

9. **USER FEES:** the contractor will follow fee collection, credit voucher, refund and campsite reservation procedures established by the U.S. Army Corps of Engineers, Fort Worth District. The contractor is required to collect **user fees** daily, to insure that campers are "paid up" utilizing a computer system. In case of computer or program failure, the Automated User Permit System (AUPS) the U.S. Army Corps of Engineers User Permit, ENG Form 4457 ("Hand Permit") will be utilized as a "back-up" The contractor is required to collect user fees for specialized recreation sites, facilities and services provide by the Corps of Engineers. These may include, but are not limited to, camping, group facility use, day use, special facility use, multiple site rental use and screen shelter fees. The contractor is required to comply with established refund policies and procedures. The contractor is required to accept cash, personal checks, travelers checks, money orders and approved credit cards as methods of use fee payment. The contractor will be responsible for **user permits, Park Office/AUPS permits and all collected forms of use fee payments until turned over to an authorized fee collector/cashier.** The contractor may be audited at any time, without prior notice, and is required to place all forms of collected use fee payments/monies in the gatehouse fee safe immediately upon receipt, ready for immediate collection. The contractor may be required to have personal funds on hand to make change for park visitors.

10. **CAMPSITE RESERVATIONS:** During the period of this contract, the contractor will be required to accept reservations at the gate house as part of the National Recreation Reservation System (NRRS). Training will be provided when this occurs. The contractor will not take advance camping reservations until instructed to do so. The contractor will be required to perform the following duties daily: **a)** Receive reservation data reports, i.e. bookings, arrival and cancellation reports, etc., delivered in person, and/or transmitted by telephone, electronic mail received through a computer, facsimile machine, etc.; **b)** Maintain and update necessary status reports, utilizing charts, status boards, note pads, card systems, computer/cash register systems, AUPS, Park Office, etc., to insure that campsite status is kept current at all times; **c)** Keep records and monitor dates of arrivals, departures, no-shows, cancellations, etc.; **d)** Fill out refund and credit forms according to policy; **e)** Post reserved, occupied and vacant campsites with cards provided by the Government. The contractor will furnish transportation to drive through the park as needed to determine occupied/vacant sites, post reserved/vacant sites, etc. The contractor will also maintain any records as necessary for the administration of the campsite reservation program as directed by the Lake Manager. The contractor will accept the campsite reservation permit as both proof/payment of the reservation. .

11. **MULTIPLE RENTALS:** The contractor will adhere to established Fort Worth District and Sam Rayburn/Town Bluff Project policy concerning multiple site rentals.

12. **GROUP SHELTERS:** The contractor will keep records and insure compliance of group shelter use as required by the Lake Manager. Advance reservations are presently made **only** at the Project Office. During the period of the contract, group shelter reservations through the NRRS may be implemented. The contractor will be trained on applicable procedures when necessary.

13. **CAMPING STATUS:** The contractor will record the campsite taken and maintain a permanent record of the current status of each campsite occupied. The contractor will maintain records of camper's length of stay to insure compliance with the Corp's camping policy. The contractor will register park users, issue appropriate passes and deliver emergency messages to visitors as required by the Lake Manager. The contractor shall also participate as necessary in all Recreation Use Surveys that may be conducted during the period of the contract.

14. **VISITOR ASSISTANCE:** The contractor will occupy the gatehouse at all times during duty hours. The contractor is required to hand out information pamphlets, copies of Federal Regulations and campground maps as appropriate to all visitors, courteously answer questions for visitors and assist campers in locating campsites. The contractor will advise campers and visitors of appropriate rules and regulations which will be covered during the pre-work conference.

15. **EMERGENCIES AND DISTURBANCES:** The contractor will promptly report all accidents, violations of law, disturbances and situations that could affect the health and safety of visitors to the Lake Manager. In the event the contractor is unable to communicate with the lake Manager, the contractor should contact the local law enforcement officers as soon as practical. All communications with local law enforcement officers will be reported to the Reservoir Manager on the next workday. The contractor will not attempt to apprehend any violators. **NOTE:** Serious incidents such as a fatality in the park **must** be reported immediately to the Lake Manager and the local law enforcement agency. The contractor will respond to and investigate emergency situations and contact the Sheriff's Office or the EMS as needed for medical emergencies and/or park disturbances regardless of the time of day or night.

16. **COOPERATION WITH OTHERS:** The Contractor will cooperate with the public, other contractors and gate attendants, Corps employees and others who have contracts with the Corps of Engineers for the construction of new facilities, repair of existing facilities, clean-up services, trash pick-up services, grass mowing, etc. The contractor will allow Corps employees to utilize communication facilities furnished by the Government. Cooperation will include, but not be limited to, summoning assistance and reporting all instances of vandalism, harassment, public intoxication, speeding, etc., to the proper authorities. The contractor will attempt to provide for the needs of the visiting public as public relations representatives for the Corps of Engineers. The contractor may be asked to work additional days in the event that another contractor needs time off due to medical reasons.

17. **CONTRACTOR VEHICLE:** The contractor will provide a transportation vehicle for use in performing the requirements of this contract. Minimum state liability insurance must be carried on the vehicle and proof of such insurance must be furnished to the Lake Manager at the pre-work conference. Copies of the insurance cards and driver's licenses will be made at the pre-work conference and will be kept on file at the Project Office. All motor vehicles and operators shall comply with state laws such as licensed operators, vehicle safety equipment, etc.

18. **LOST AND FOUND:** The contractor will keep lost and found articles in the gatehouse or trailer and turn over all found articles with as much information about the property to Project Park Rangers as soon as possible.

19. **WEAPONS/FIREARMS:** Firearms or any type of object that could be considered a weapon will not be carried or kept on any Government facility. This includes, but is not limited to, the Project Office, parks, gatehouse and contractor's trailer.

20. **ALCOHOL/DRUGS:** The contractor will not consume or be under the influence of alcoholic beverages, drugs, and/or medication in the absence of a doctor's prescription while performing services under this contract or while in the view of the public.

21. **INSPECTION AND CONTRACT PERFORMANCE:** The services performed by the contractor under the provisions of this contract shall be subject to inspections by the Contracting Officer or his designated representative to insure strict compliance with the terms of the contract. The contractor will be advised of a deficiency that might be jeopardizing contract performance. Upon such notification, the contractor shall take immediate action either personally to correct or have his team correct such deficiency and to insure that the deficiency does not reoccur.

22. **TRAILER SITE:** The Government will furnish a site for a self contained travel trailer or motor home with 30/50 amp, 110 volt electricity, water and sewage hook-ups. If the contractor's travel trailer is not configured or

adaptable to the sewage, water or electrical hook-ups available at the site, the Government will not be responsible for providing attachments, modifications, etc. A metal storage building is also provided to store the contractor's personal items. The contractor will furnish a lock for this building.

23. **COMMUNICATIONS EQUIPMENT:** The contractor will be required to operate and use radio equipment. The Government will furnish the radio communication equipment. Communications equipment furnished by the Government are for **official use only**. The contractor will limit use of both to official business. Telephone use will be restricted to official business as specified by Sam Rayburn/Town Bluff Project Office personnel.

24. **PERSONAL TELEPHONE:** The contractor will be responsible for obtaining phone service at their trailer location within five (5) days of initiation of the contract. Cellular phones already in the contractor's possession may be acceptable. The contractor will be responsible for all fees, charges and deposits that may be required. When the service becomes active, the contractor will provide the Lake Manager with the telephone number.

25. **GOVERNMENT PROPERTY:** The contractor will be required to return all Government property on the last day of the contract. The contractor may be held liable for any damage or loss of Government property due to negligence or abuse. The contractor will be required to sign a hand receipt for all Government property issued to them for the period of the contract. A copy of this hand receipt will be provided to the contractor for their records.

26. **ABSENTEEISM:** No payment will be made for time not worked. The Lake Manager should be contacted and given as much advance notice as possible concerning anticipated absences. All absences, except for medical emergencies must be approved in advance by the Lake Manager. An absence by one or both of the two-person contract team, without prior approval by the Lake Manager, is grounds for dismissal of the contractor and termination of the contract.

27. **PAYMENT FOR SERVICES:** Payment will be made monthly for the actual days worked at the unit price indicated on the bid sheet. Direct Deposit to a bank or other financial institution is required; the proper form will be provided to successful bidders.

28. **SUBSTITUTION OF TEAM MEMBER:** The Contracting Officer may allow team member substitution upon prior approval of the Lake Manager.

29. **TERMINATION:** Conduct or unbecoming actions on the part of the contractor may be grounds for immediate dismissal of the contractor and termination of the contract. Examples of action which would require immediate dismissal include, but are not limited to the following, possession of firearms, consumption of alcoholic beverages or intoxication while on duty, use of illegal drugs, use of profanity, harassment of visitors, unwarranted physical contact with visitors or Corps personnel, recurring written and/or verbal complaints from visitors concerning contractor's attitude, lack of cooperation and resistance to implementation of policies and programs as directed by the Lake Manager.

30. **CENTRAL CONTRACTOR REGISTRATION REQUIREMENTS:** Prior to award of the contract, all successful bidders must be registered in the Central Contractor Registration Database (CCR). The contractor must obtain a Dun & Bradstreet (DUNS) Number prior to registration. To obtain a DUNS number contact 800-333-0505. Online CCR Registration can be accessed at <http://www.ccr2000.com>.

# **ROVING ATTENDANT FOR MAGNOLIA RIDGE AND SANDY CREEK PARKS**

## **ADDITIONAL SCOPE OF WORK**

1. The contractor will remain in the park to maintain a 24-hour surveillance for a five (5) day work week, of which may include weekends and Federal holidays. The actual on duty time in the gate attendant building will vary between 12-14 hours per day and be maintained by at least one attendant during this time, the remainder of the day is considered on-call duty time. Duty hours for the months of November thru February will be from 6:00 a.m. until 4:00 p.m.; and the duty hours for the months of March thru October will be 6:00 a.m. until 6:00 p.m. for Saturday thru Thursday, and 6:00 a.m. until 8:00 p.m. on Friday. The duty hours may be adjusted according to traffic patterns if needed. The Roving Gate Attendant will work Monday and Tuesday of each week at Magnolia Ridge Park and Wednesday and Thursday at Sandy Creek Park. The days off will be Friday, Saturday and Sunday. A patrol through the park area will be made using your vehicle a minimum of four (4) times a day on weekdays at 8:00 a.m., 12:00 p.m., 6:00 p.m., and 9:00 p.m., and a minimum of five (5) times a day on weekends and holidays at 8:00 a.m., 12:00 p.m., 3:00 p.m., 7:00 p.m., and 9:00 p.m. During the winter months, if no one is camped in the park, only one (1) patrol through the park will be required each day. The Project Office will provide the gate attendant with a magnetic sign that reads "Town Bluff Project Gate Attendant" which will attach to their vehicle. This schedule is subject to change with one (1) week advance notice. The Roving Gate Attendant will be provided a trailer site at Sandy Creek Park for the contract period.
2. Vehicle access to the park is controlled by timed automatic control arms. After the 10:00 p.m. closing time the contractor may be required to manually activate these gates to allow vehicles to exit the park. The entrance arm timer is set to open at 8:00 a.m. Once a week the contractor will verify that the timer is set on the correct time by the gatehouse clock. During certain seasons of the year, the timer will be set to open the gate early to accommodate special use by hunters and fishermen. During these times, park rangers will notify the gate attendants of the timer change.
3. The contractor will sweep the interior of each restroom and adjoining sidewalks each afternoon between 1:00 p.m. 2:00 p.m. and replace toilet paper as needed, for the entire contract period. Toilet paper will be furnished by the Government. The contractor will check the air filter in the central ac/heat unit in the gatehouse once a month and change if needed. Filters will be furnished by the Government.
4. The contractor will check mercury vapor lights at all boat ramps and restrooms and report inoperative units to either the electric company or to the Project Office. Security lights in the park area are furnished by both the electric company and the Project Office. The contractor will also report all power failures to the appropriate electric company for repair. A list of meter and customer numbers for each park will be posted in the gatehouse.
5. The contractor will mow or clip the grass to a distance of thirty (30) feet around the contractor's trailer site, gatehouse, and adjacent sidewalk to a height of not more than three (3) inches and not less than one and one-half (1-1/2) inches in the area around each facility. The contractor will furnish the necessary mowing/clipping equipment. The contractor will water and perform light maintenance (weeding, etc.) to the flowerbeds adjacent to the gatehouse. The Government will provide a water tap and hose.
6. The contractor will ask permittee to see their copy of the Special Use Permit when the Group Shelter is rented at the Magnolia Ridge Park. The area will be checked for cleanliness and all deficiencies will be reported to the Park Rangers as soon as possible.

7. During cold weather, the contractor will monitor water hydrants to prevent freezing. There are several old types of water hydrants located in both parks that are not freeze proof. At the beginning of the contract, the contractor will inspect these hydrants and existing insulation and report all hydrants that need repair and their location to the project office for repair.

8. **USER FEES:** The contractor will be required to collect park user fees (camping, picnicking, etc.) through the use of a computerized system known as **NRRS (NATIONAL RECREATION RESERVATION SYSTEM)**. This system utilizes a computer to generate a use fee permit by requiring the contractor to enter information about the camper (name, address, etc.) and information such as the number of days requested, whether the site has hookups, type of payment (cash, check, credit cards, etc.), and other pertinent information. In using this type of system, specific procedures apply to its use and can be found in the **NRRS** manual which will be provided during the pre-work conference and training. The contractor will print a Occupied Site Report each morning and will also print a Incoming Camper Report each day when there are current reservations in the system. **Note: At the end of each day, the contractor will print a final Occupied Sites Report for the Park Ranger and file this in a folder provided by the Project Office.** User fees are collected from the contractor by Park Rangers. This system uses Windows NT as the operating system. The software program being used to manage the campground is called Park Office and it is part of a suite of programs that will be utilized by the contractor. Potential contractors should be aware that Windows-based computer experience is necessary to operate this system and only those contractors who have this experience will be considered for award.

9. **DAY USE FEES:** The contractor will collect day use fees for boat launching **ONLY** in the fee parks and swim beach day use fee at Sandy Creek Park. Contractor will utilize the options in the **NRRS** program to process these fees. The contractor will also sell Annual Day Use Passes which allow the purchaser to enter any fee area within the Corps park system free of charge for one year and be required to fill out the additional forms provided by project staff for the sale of these passes.

10. **CAMPING CREDIT VOUCHERS:** Under **NRRS**, the **CRS** (Central Reservation System), will issue an electronic credit to any camper who leaves the campground early on a reservation. There is a fee attached to this credit so the camper should be made aware of this when the contractor checks out the camper prior to their scheduled departure date. When the camper makes their next reservation in the **NRRS**, the remaining credit will be applied to their new reservation and they will pay the balance of fees owed.

11. The contractor will keep daily copies of the Incoming Campers Report and Occupied Sites Report during the period of the contract. These reports will be turned in at the end of each shift to the Park Ranger.

12. **BUSINESS SERVICE BOND:** The contractor will be required to be bonded under a Business Service (Fidelity) Bond for a minimum of \$3000.00 per couple, (if a married couple), or \$3000.00 per individual. The contractor will be responsible for the purchase cost of the bond (estimated cost \$60 to \$100). The bond shall be provided to the Project office at the pre-work conference.

13. The contractor will be required to provide proof of insurance for their vehicles and a valid driver's license at the pre-work conference. Copies of these documents will be retained on file in the Project Office.

14. **OTHER DUTIES:** The contractor will perform the following duties as needed:

- a. Turn water/electricity on or off.
- b. Test electrical outlets.
- c. Lock and unlock gates, restrooms, or other facilities to prevent damage to public or private property.
- d. Report maintenance needs to the Project Office.

15. **THE CONTRACTOR WILL NOT:**

- a. Collect aluminum cans in park area, or ask visitors to save cans.
- b. Place any communication equipment (cell phones, scanners, etc.) other than that provided by the Government in the gatehouse without prior approval.
- c. Smoke in the gatehouse.

16. **THE GOVERNMENT WILL PROVIDE THE FOLLOWING:**

- a. All handout materials (park and lake maps, regulations, and other pamphlets as needed).
- b. Writing pads, pens, pencils, highlighters, and other types of office supplies (printer ribbons, paper, paper clips, staples, etc.)
- c. A trash can is located at each gate attendant site for contractor provided trash pickup. Trash pickup days are as follows: Winter Season (Oct-Feb) Monday and Friday, Summer Season (Mar-Sep), Monday, Wednesday and Friday.

17. **INVOICE FOR PAYMENT OF SERVICES:** The contractor will mail the original and 2 copies of their invoice to the Army Corps of Engineers Finance Center and provide a courtesy copy to the Project Office each month. The Government will provide blank copies of the invoice form for the entire contract period.



## RECREATION AREA DESCRIPTION

**MAGNOLIA RIDGE PARK** is located at B.A. Steinhagen Lake, Town Bluff Project, approximately 12 miles east of Woodville, TX on US Hwy 190, then north on FM 92 1 mile to the park entrance road. The park contains a total of 40 campsites of which 33 are sites with water and electrical hookups and 7 are sites without hookups. There is also one site that has a screened shelter adjacent to the site. Other facilities include 1 waterborne restroom with showers, 2 pit toilets, a trailer dump station, drinking water, 3 boat ramps, picnic tables with shelters, grills, and lantern posts, nature trail, group use shelter, and volleyball court

**SANDY CREEK PARK** is located at B.A. Steinhagen Lake, Town Bluff Project, approximately 12 miles west of Jasper, TX on US Hwy 190, then south on FM 777 2 miles, then west on a county road (dirt) 2 miles. The park contains a total of 76 sites of which 70 are sites with water and electrical hookups and 6 are sites without hookups. There are also 2 sites that have a screened shelter adjacent to the site. Other facilities include 2 waterborne restrooms with showers, 2 pit toilets, a trailer dump station, drinking water, 3 boat ramps, and picnic tables with shelters, grills, and lantern posts. 2 fishing piers and 2 courtesy docks are located near the park boat ramps. A volleyball court is located in the area of the park known as Pecan Point.

## SECTION I Contract Clauses

## CLAUSES INCORPORATED BY FULL TEXT

## 52.213-4 TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (MAY 2001)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-3, Convict Labor (Aug 1996) (E.O. 11755).

(ii) 52.225-13, Restrictions on Certain Foreign Purchases (July 2000) (E.O.'s 12722, 12724, 13059, 13067, 13121, and 13129).

(iii) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(2) Listed below are additional clauses that apply:

(i) 52.232-1, Payments (Apr 1984).

(ii) 52.232-8, Discounts for Prompt Payment (May 1997).

(iii) 52.232-11, Extras (Apr 1984).

(iv) 52.232-25, Prompt Payment (Jun 1997).

(v) 52.233-1, Disputes (Dec 1998).

(vi) 52.244-6, Subcontracts for Commercial Items and Commercial Components (May 2001).

(vii) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-20, Walsh-Healey Public Contracts Act (DEC 1996) (41 U.S.C. 35-45) (Applies to supply contracts over \$10,000 in the United States).

(ii) 52.222-26, Equal Opportunity (FEB 1999) (E.O. 11246) (Applies to contracts over \$10,000).

(iii) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (APR 1984) (38 U.S.C. 4212) (Applies to contracts over \$10,000).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (APR 1984) (29 U.S.C. 793) (Applies to contracts over \$10,000).

(v) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (JAN 1999) (38 U.S.C. 4212) (Applies to contracts over \$10,000).

(vi) 52.222-41, Service Contract Act, As Amended (May 1989) (41 U.S.C. 351, et seq.) (Applies to services performed on Federal facilities).

(vii) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (FEB 2001) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)

(viii) 52.223-5, Pollution Prevention and Right-to-Know Information (APR 1998) (E.O. 12856) (Applies to services performed on Federal facilities).

(x) 52.225-1, Buy American Act--Balance of Payments Program--Supplies (Feb 2000) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use within the United States if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition--

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000.)

(xi) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (May 1999). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)

(xii) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

(2) Listed below are additional clauses that may apply:

(i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JULY 1995) (Applies to contracts over \$25,000).

(ii) 52.211-17, Delivery of Excess Quantities (SEPT 1989) (Applies to fixed-price supplies).

(iii) 52.247-29, F.o.b. Origin (JUN 1988) (Applies to supplies if delivery is f.o.b. origin).

(iv) 52.247-34, F.o.b. Destination (NOV 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR 52.252-2, Clauses Incorporated by Reference (FEB 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR: <http://www.arnet.gov/far/>

DFARS: <http://www.acq.osd.mil/dp/dars/dfars/tocpdf.htm>

(d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights--

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of clause)